

SFUND RECORDS CTR
0217-91013

LORAL

Defense Systems - Arizona

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Vice President and
Counsel

August 21, 1990

Allyn Stern, Esq.
Office of Regional Counsel
U.S. Environmental Protection Agency
Region IX
1235 Mission Street
San Francisco, CA 94103

Subject: PGA Consent Decree

Dear Ms. Stern:

Attached please find the modifications Loral requests be made to Section XIV. ACCESS. The changes are underlined for your convenience. I have discussed these changes with Mr. Wally Ito and am waiting for the concurrence of his management with these changes, however we believe they will be acceptable. If they are acceptable to the EPA as well, Loral will be a signatory to the Consent Decree.

Thank you for your consideration.

Sincerely,



J. F. Price

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Attachment

pc: W. Ito, Esq.
The Goodyear Tire & Rubber Company

XIV. ACCESS

A. Defendant's shall provide the United States, the State, and their authorized representatives, including contractors, access at all reasonable times to the Site and any contiguous property owned or to the extent access to the property is controlled by or available to Defendant. EPA shall, recognizing that the Site, in part, is a Government contractor plant: (1) Provide reasonable notice prior to requesting access to the property; (2) Comply or have its authorized representatives who are granted access, comply with applicable State and Federal laws, City or County Codes and security requirements; (3) Provide or have its authorized representatives who are granted access provide certificates of insurance covering property damage and bodily injury or death, which is caused by the actions of the persons granted access; (4) Insure that the work to be conducted does not interfere with the normal business operations being conducted on the property; (5) Insure that any damage caused by it or its authorized representatives who are granted entry onto the Site will be restored or repaired back to its pre-existing condition.

Loral reaffirms its commitment in accordance to a previous access agreement with Goodyear, that Defendant, Goodyear, its assigns and successor have been granted access to Loral's property, described in this Consent Decree for the purpose of implementing the remedial work contained in this Decree. The United States, the States, or their authorized representatives shall comply with all applicable provisions of the Worker Health and Safety Plan submitted as part of the work plans required by this Consent Decree and approved by EPA.

B. Within sixty (60) days after the entry of this Consent Decree, any defendant who owns any interest in the Site, shall (1) ensure that a copy of this Consent Decree is

provided to a subsequent purchaser of the property prior to sale and, (2) record notation on each deed, title, or other instrument of conveyance for the Site or portions thereof stating that the property is subject to this consent Decree.

C. The obligations under this Section of the Decree of each Defendant who owns any interest in the Site, shall run with the land and shall be binding upon any and all such Defendant(s) and any and all persons who subsequently acquire any such interest or portion thereof (hereinafter "successors-in-title"). EPA acknowledges that Defendant Goodyear, in its Sales Agreement with Defendant Loral, has indemnified Defendant Loral for its full share of costs associated with the remedial clean-up action covered by this Consent Decree. Such indemnity obligates Defendant Goodyear to complete the remedial clean-up action described herein, and is applicable to the work covered by this Consent Decree (Section VII.) even though the property is sold, wholly or in part, to another party (i.e. Successors-in-title).

Remainder of the wording remains the same through Paragraph G. Add the following as Paragraph H.

H. Notwithstanding any other provision of this Consent Decree, Loral shall satisfy all of its obligations under this Consent Decree by providing access and complying with the provisions of this Section, and shall thereafter have no further obligation with respect to the performance of the work.